

Exhibit 117

From: Richard Markowitz </O=OEXCH029/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=RMARKOWITZ@ARGREC37>
To: Jérôme LHOTE; John H. van Merkensteijn, III; Adam Larosa; Matthew Stein
Sent: 3/12/2013 5:45:43 PM
Subject: Re: Our call of today

I so think we need to communicate with Duet that they only use cash settled futures. (I think they should be aware of this, but let's make sure.)

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On 3/12/13 3:56 PM, "Jérôme LHOTE" <jlhote@argrengt.com> wrote:

>fyi
 >
 >-----Original Message-----
 >From: Emilie.MAES@freshfields.com [mailto:Emilie.MAES@freshfields.com]
 >Sent: Tuesday, March 12, 2013 1:05 PM
 >To: Jérôme LHOTE
 >Cc: Matthew Stein; robert.neyt@freshfields.com;
 >axel.haelterman@freshfields.com
 >Subject: RE: Our call of today
 >
 >Dear Jérôme,
 >
 >I refer to our conversation from last week.
 >
 >The beneficial ownership provision contained in article 106, §4 of the
 >Royal Decree implementing the Belgian Income Tax Code 1992 (RD/BITC)
 >provides that the withholding tax exemption of article 106, §2 RD/BITC is
 >disallowed if the recipient of the dividend, whilst holding (the
 >ownership of) the shares in its own name, is under a contractual
 >obligation to pay over the dividend income (i.e. the revenue on the
 >Belgian shares) to an ultimate beneficiary. This exclusion essentially
 >aims at the situation where the holder of the shares has issued share
 >certificates to third parties for the account of which he would be
 >holding the shares. Such third parties would traditionally either have
 >financed the share acquisition or have initially transferred the shares
 >to such holder.
 >
 >The fact that the holder of the shares would have sought external funding
 >(leverage) for acquiring the shares, should not impact on its ability to
 >claim the withholding tax exemption. Where any such borrowing would take
 >the form of a profit participating loan, care should be taken that such

>profit participation does not actually lead to an obligation to pay on
>the dividend or a fixed part of it to such lender. Until recently, taking
>the dividend coupon into account as one of the elements in order to
>calculate the profit sharing entitlement of the lender, would not have
>impacted the possibility to claim the withholding tax exemption. Today,
>under the new anti-misuse provision, each situation should be carefully
>reviewed in order to ascertain that such arrangement would not be
>"frustrating" the intent of the legislative provision including
>provisions that do not explicitly refer to a profit sharing entitlement
>based on the received dividends.

>
>Since the exclusion focuses on the obligation to pay over the dividend to
>a third party, it is important that any hedge contract is actually
>functioning as a market value guarantee, and does not imply the paying
>over of the income on the shares. The Hedge should allow the pension to
>obtain the dividend on the shares for its own account, even though
>obviously, the market value taken into account in the framework of the
>hedge will refer to an expected dividend value on the shares.

>
>Also, the effective ownership of the pension fund over the shares
>(required in article 106, §2 RD/BITC) should, as a rule, imply that the
>acquisition set up (and its financing) as well as the hedge under the
>transaction, are such that the pension fund, after having acquired the
>shares, is legally clearly at liberty to hold on to the shares for an
>undetermined period of time, in such a manner that it has effective
>control over what will eventually happen to these shares. This would
>habitually exclude a financing arrangement that would necessarily lead to
>an obligation to sell the shares at the end of such "closed end"
>financing period. Traditionally this would also, and more generally,
>exclude that at the moment of the acquisition of the shares the pension
>fund immediately enters into a physically settled forward sale.

>
>The analysis of cash settled hedges is different, since a pension fund
>should in principle remain effective legal owner of the underlying assets
>(i.e. the shares and all other assets that it holds) under the terms of
>these derivative instruments. In case of a cash settlement, one party
>pays the other the difference between the market price of the relevant
>underlying asset and the agreed price. However, the underlying assets are
>not actually delivered. Therefore, subject to the case per case review
>presently required under the general anti-misuse provision, entering into
>the cash settled hedge should not lead to the conclusion that the pension
>fund has no effective ownership over the shares and should therefore not
>endanger the application of the exemption contained in article 106, §2
>RD/BITC.

>
>Please do not hesitate to contact us should you require more information
>regarding the above.

>
>Best regards,

>
>Axel - Robert - Emilie

>
>-----Original Message-----

>From: Jérôme LHOTE [mailto:jlhote@argrengt.com]

>Sent: vrijdag 8 maart 2013 16:02

>To: MAES, Emilie

>Cc: Matthew Stein; NEYT, Robert

>Subject: Our call of today

>
>Thank you Emilie for your time. It was very useful and now we have a much
>better understanding of the disposition.

>We would appreciate if you could send us in email your understanding
>of it, confirming what it addresses and tackles.

>
>Best regards,

>
>Jerome LHOTE
>Argre Management LLC
>Tel: +1 212 247 2600
>Cell: +1 917 640 9365
>
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>

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